



IDAHO MATERIAL HANDLING, INC.

▲ 4800 North Yellowstone Idaho Falls, ID 83401
▲ 4655 S. Federal Way Boise, Idaho 83716

○ 208 529 2322 w imhif.com
○ 208 336 4400 w imhboise.com

To:
CONTRACTOR QUOTE
4800 N Yellowstone Hwy
Idaho Falls, ID 83401-1300

Proposal
#2204-00854.1-

04/27/2022

Ship To:
CONTRACTOR QUOTE
4800 N Yellowstone Hwy
Idaho Falls, ID 83401-1300

Attn: **Estimating Department**

Print Date: **4/27/2022**

Please Email Your PO To
Kim.Linford@imhif.com

Page 1 of 3

Idaho Material Handling, Inc. - Idaho Falls proposes to sell complete to the above named purchaser, merchandise as herein described subject to the terms and conditions set forth on the attached sheet and any attached specifications.

Project: Idaho Falls Library -

Item	Qty	Description	Price Ea.	Extended Price
A	1	Lift Table Scissor Lift Pit Mounted, 48" X 48" Platform, 3,000 lb capacity, electric scissor lift, Does not include installation.	\$ 4,313.00	\$ 4,313.00
B	1	Freight - Inbound Inbound Freight	\$ 865.89	\$ 865.89
			Sub Total	\$ 5,178.89
			Estimated Sales Tax	\$ 258.78
			Total	\$ 5,437.67

Terms: C.O.D.	Lead Time:	Freight:
Sales Person: Kim Linford	Ship Weight:	F.O.B: Origin

Sales Tax as applicable will be charged at time of invoice. Prices are firm for 30 days unless otherwise stated and subjected to review thereafter. A 50% down payment is required at time of order, unless otherwise agreed. **Freight Charges**, if applicable, are the responsibility of the buyer. All products are quoted without applicable freight charges unless otherwise noted. Trucks to be unloaded by Customer, unless otherwise stated. **All permits**, plan check fee, inspections and government approvals are the sole responsibility of the buyer. **Idaho Material Handling, Inc. - Idaho Falls** has provided **forklift operator training and safety training** for all of its employees. It is assumed that this training is adequate for work performed on customer's premises, any additional training or certifications required will be complied with, at the customer's expense. **Industry standard and customary general liability, automotive liability, and workmans compensation insurance limits apply. Special endorsements including indemnifications, waiver of subrogation, completed operations and primary wording resulting in additional premium may be available at the added expense of the owner or general contractor.**

"To have it when you need it"
-ORDER NOW-

*We appreciate quoting and hope to be
favored with your valued order.*

ACCEPTED BY: _____

Sales Person: *Kim Linford*

DATE: _____

Kim.Linford@imhif.com

PURCHASE ORDER: _____

Prepared Date: 4/27/2022



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GENERAL TERMS & CONDITIONS OF SALE

ALL TRANSACTIONS ARE GOVERNED BY SELLER'S TERMS AND CONDITIONS OF SALE. ANY PROPOSAL OR ORDER THAT INCLUDES DIFFERENT OR ADDITIONAL TERMS THAT VARY FROM SELLER'S TERMS AND CONDITIONS OF SALE ARE OBJECTED TO AND DISALLOWED. NOTWITHSTANDING THE FOREGOING, ANY SUCH COUNTERPROPOSALS BY PURCHASER SHALL NOT OPERATE AS A REJECTION OF THE CONTRACT OF SALE, BUT AS A REJECTION OF THE ADDITIONAL OR DIFFERENT TERM(S)

1. ACCEPTANCE OF ORDER. An order is deemed by Seller to be an offer to purchase, which Seller may accept or reject in its sole discretion. Seller's acceptance of an offer to purchase is binding on Seller only if made by written instrument or, if not by written instrument, by shipment of the products ordered. Seller's acceptance is subject to Seller's General Conditions stated herein. All orders are received subject to Federal Regulations, State and/or local taxes, and approval and acceptance by Seller at Seller's corporate office.

2. FREIGHT ALLOWANCE. Prices which include full freight allowance are based upon freight rates in effect on the date of quotation and are subject to change to the extent of any changes in freight rates that may become effective before the shipment is made. Trucks to be unloaded by Purchaser, unless otherwise stated.

3. CREDIT. Seller may, but shall not be obligated to, grant credit terms to Purchaser. Acceptance of any order is subject to final credit approval by Seller. Seller reserves the right to cancel any sale if Seller deems Purchaser unable to pay for any products. Seller reserves the right, in its sole discretion and without prior notice, to deny, change or limit the amount or duration of credit to be allowed Purchaser, either generally or with respect to a particular order, and may require cash payments in advance or security satisfactory to Seller.

4. DELIVERY DATE. All delivery dates are from the later of the date of Seller's receipt of the order at Seller's corporate office, or final approval by Purchaser of any necessary blueprints, sketches, specifications or information required for the identification and production of the material covered by the order.

5. COSTS OF HANDLING & DELIVERY. Except as otherwise agreed in writing, Purchaser shall pay the costs of handling and delivery of the products. Handling and delivery charges designated on a given invoice or order confirmation are estimated, and may exceed the actual amount of costs/expenses actually incurred by Seller in handling and delivering the products. Purchaser shall pay all sales, use excise or similar taxes or other charges, which Seller is required to pay, or to collect and remit, to any government (national, state or local) and which are imposed on or measured by the sale.

6. FORCE MAJEURE. Seller shall not be liable for any failure in shipment or delivery caused by circumstances beyond Seller's reasonable control, including without limitation, fires, strikes, differences with employees, casualties, wars, riots, acts of God, national emergencies, delays in transportation, shortage of cars, etc.

7. INSURANCE. Industry standard and customary general liability, automotive liability, and workman's compensation insurance limits apply. Special endorsements including indemnifications, waiver of subrogation, completed operations and primary wording resulting in additional premium may be available at the added expense of the owner or general contractor.

8. CANCELLATIONS & RETURNS. Order cancellations and product returns are subject to Seller's Product Returns and Order Cancellations Policy available at <https://hoj.net/policies/refund-policy>.

9. LIMITED WARRANTY. Seller represents and warrants to and for the sole benefit of the original purchaser of products resold or of Seller's (or its affiliates') design and manufacture, that the products shall be free from defects in material and workmanship, subject to the following express provisions. Products for resale are covered by the individual manufacturer's warranty policy, copies of, which are available upon request. Seller will expeditiously pursue the remedies authorized by the individual manufacturer and handle all procedures associated with a warranty claim. All products designed and fabricated by Seller (or its affiliates) are warranted for a period of one (1) year, commencing on the earlier of the date of Seller's approved installation, or the sixtieth (60th) day after the date of shipment. This limited warranty covers the repair or replacement of the defective Product units or components at Seller's sole election and expense. All spare or replacement parts are warranted to cover the cost of replacement parts and freight only to ninety (90) days from the date of shipment. SELLER MAKES NO OTHER REPRESENTATIONS OR WARRANTIES TO PURCHASER OR ANY OTHER PARTY WITH RESPECT TO ANY PRODUCTS OR SERVICES PROVIDED TO PURCHASER, AND SELLER HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. This limited Warranty shall be void and of no effect (i) if a product is altered or modified from its original condition as installed or as delivered at or from the factory; (ii) to the extent that the product defect is the direct result of (a) improper installation by purchaser or other non-authorized 3rd party, (b) operation beyond capacity or other than in accordance with the manufacturer's instructions, (c) abuse, careless or negligent use, or (d) failure to maintain the product as recommended by the manufactures; or (iii) if the original purchaser does not notify Seller's Warranty Department of the defect within ninety (90) days after the product defect is discovered.

10. STANDARD VARIATIONS. All material, unless otherwise agreed, shall be within the limits of sizes and weights published by Seller and subject to Seller's standard variations.

11. SHORTAGE, RECLAMATIONS, ETC. Purchaser shall inspect the product promptly upon receipt for non-conformity (including but not limited to non-conformity for quantity, quality and/or defects). The quantity of materials shown by invoice shall in all cases govern settlement, unless notice of any shortage is given by Purchaser to the applicable shipping company and Seller within ten (10) days after receipt of the materials. Claims for other errors, deficiencies or imperfections in materials will not be entertained by Seller unless made within thirty (30) days after receipt of materials. Materials must not be returned except by written permission of the Seller.

12. TOOLS AND DYES. Such tools or dyes as may be required by Seller for the completion of the work are and shall remain the property of Seller even though a charge is included in the proposal.

13. PATENT INFRINGEMENTS. Seller reserves the right to discontinue deliveries of any products, the manufacture, sale or use of which would, in Seller's opinion, infringe upon any U.S. patent, trademark or design now or hereinafter issued, registered or existing and under which Seller is not licensed. Seller assumes no responsibility for, and Purchaser shall defend and indemnify Seller against, patent infringement claims on any item built to Purchaser's specifications, either verbal or written.

14. PAYMENT. Unless otherwise agreed in writing, payments shall be made at Seller's corporate office no later than thirty (30) days following date of invoice. Any balance not paid within ten (10) days of the date when due shall accrue interest at the rate of 1.5% per month. A surcharge of up to 3% will be assessed on all credit card payments over the amount of \$10,000.00. Purchaser shall have no right of set-off or withholding, and no deduction of any amounts due from Purchaser to Seller shall be made without Seller's prior, express written approval.

15. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE RESPONSIBLE FOR OR LIABLE TO PURCHASER OR ANY THIRD PARTY, FOR SPECIAL, INDIRECT, COLLATERAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF GOODWILL, LOSS OF REVENUE OR PROFITS, LOSS OF USE, LOSS OF TIME, INTERRUPTION OF BUSINESS, OR OTHER SIMILAR INDIRECT FINANCIAL LOSS. MOREOVER, SELLER'S TOTAL POTENTIAL LIABILITY TO PURCHASER FOR ANY CLAIMS RELATING TO OR



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ARISING OUT OF ANY PRODUCTS OR SERVICES PROVIDED BY SELLER TO PURCHASER SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE TOTAL AMOUNT OF MONEY ACTUALLY PAID BY PURCHASER TO SELLER FOR THE PRODUCTS AND/OR SERVICES PROVIDED.

16. IMMEDIATELY DUE. In the event Purchaser defaults on any installment payment due to Seller, becomes insolvent or bankrupt, sustains a fire loss, removes or encumbers a substantial portion of its stock in trade, fixtures and/or store equipment, Seller may at its option declare any unpaid balance immediately due and payable regardless of credit extended.

17. PERMITS. Purchaser shall be responsible for all permits, licenses, fees, etc., required by any governmental authority for the installation, operation or use of any materials or equipment quoted herein.

18. TRANSFER OF PROPERTY AND RISK OF LOSS. Seller retains the right and title to the products sold to Purchaser until Seller is paid in full for the products. Purchaser shall obtain the right and title to the products upon payment to Seller of the purchase price and any taxes, excise or other charges. The risk of loss, including but not limited to the risk of loss, theft, damage or destruction of the products transfers to Purchaser F.O.B. Seller's factory.

19. DEFAULT. In the event of a payment default, Seller may exercise all or any of the following rights and privileges without the notice or demand of any kind, in condition with any thereof, and the same are cumulative and not in the alternative: (i) declare the entire amount due and payable and seek to recover the amount payable through collections or legal processes; (ii) take possession of the property and all additions thereto and hold the property or sell the same at public or private sale, at which Seller may credit bid on the property without the property present. If possession shall be taken, all rights of Purchaser shall terminate and all payments thereto made shall belong to Seller, and Seller may hold Purchaser liable for all costs and expenses in connection with the taking, holding, and selling, and if the proceeds of such sale, together with the payments theretofore made, are not sufficient to equal the total of all amounts to become payable, Seller may recover the balance, including amounts coming due after termination, but any excess will be emitted. Purchase shall pay Seller all costs of collection and reasonable attorneys' fees incurred in the enforcement of Purchaser's payment obligations, or otherwise arising out of Purchaser's default under any obligation contemplated hereunder.

20. DISPUTE RESOLUTION. Any dispute, controversy or claim arising out of or related in any way to these Terms & Conditions of Sale and/or any sale and purchase of products hereunder or any transaction contemplated hereby which cannot be amicably resolved by the parties shall be solely and finally settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules. The arbitration shall take place in Salt Lake County, Utah. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be bound to adjudicate all disputes in accordance with the laws of the State of Utah. The decision of the arbitrator shall be in writing with written findings of fact and shall be final and binding on the parties.

21. MISCELLANEOUS. These Terms & Conditions of Sale are the sole and exclusive statement of the parties' understanding and agreement with respect to the transactions contemplated by this sale, notwithstanding any other terms that might be contained in any purchase order or other document received from Purchaser or submitted to Seller. These Terms & Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and can only be modified or changed in writing and signed by authorized representatives of both parties.